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graph above quoted, emphasizing by italics the final clause that the naming of the quantity is not in the nature of a warranty, but only an estimate of probable amount, 'in reference to which good faith is all that is required of the party making it.'

"The complaint in this suit contains a similar allegation of bad faith, but the record is searched in vain for any evidence to support it. On the contrary, it is shown by convincing and undisputed testimony that persistent efforts were made to continue the business. The mill was shut down solely for lack of money to keep it going. It appears that defendant had little or no working capital, that its own borrowing power was exhausted, and that it had no assets with which to secure advances. In previous years the necessary funds had been procured on notes indorsed by the directors; but this year the directors refused to indorse, as they had the undoubted right to do, and defendant was destitute of other resource. It could not go on without ready money and its inability to borrow is admitted. In this helpless condition it is not perceived that it could do otherwise than suspend operations, and there is nothing of record to indicate that it did not act in good faith in closing down its mill. This being so, we are clearly of opinion that plaintiff failed to make out a cause of action, and the learned trial judge was therefore right in directing a verdict for defendant."

MISCELLANY.

The Law and the Movies.—To the discriminating observer it often appears that the motion picture is an institution for the dissemination of ignorance. In no line is this more apparent than when legal points are in question. Why should it be that a producer who will spare no expense to overload a drawing room scene with the most costly furniture in the most atrocious taste will not take the very slight precaution of finding out whether or not his law is sound? But no; to touch the law is to misrepresent it, on the silver screen.

The law of divorce is quite a favorite with the movie maker. He takes it as he finds it in the newspapers or in the chatter of his friends. Conspiracy to defeat justice is common with his heroes and heroines. "I will let you get a divorce," says the self-sacrificing hero or heroine, believing that by so doing he or she is conferring a favor on her or him, who in reality still loves him or her. Other phases of the law of domestic relations come in for similar informal treatment. Here is a mussed-up relationship that baffles comparison.

The picture is called "Less Than Kin." The old man has a shiftless son who has disappeared in the wilds of South America, and

a pretty young ward. The hero comes from South America and impersonates the son, winning the old man's favor. The latter makes a will, leaving all his property to "my son," meaning the agreeable impostor. Of course he dies immediately after.

When the will is read the bogus son, in order to escape the complications caused by his assumed identity, generally says, "I relinquish all my claims to the estate in favor of Miss Blank"—indicating the pretty ward. Everyone in the picture, including the family solicitor, seems to think that this settles the matter and goes away satisfied.

Now, the fact is that the impostor has no claim to the estate whatever and therefore has nothing to relinquish. The old man has given his property to his son, and no one who is not his son can alter the bequest one jot or tittle. The pretty ward, not being either a natural or an adopted daughter, is incapable of inheriting under the laws of descent in the event of the absence or failure of a will. So the situation resolves itself into a most noble gift from one who has no title to one who has no capacity to accept.

The compounding of felonies, that particular bane of the reputable lawyer or citizen, is unfortunately quite common with our professional brethren of the "movie" world. Suppression of evidence is freely practiced, even by those with whom we are supposed to sympathize. My example is taken from a picture entitled "His Own Home Town," in which Charles Ray impersonates the hero. He has evidence of criminality against three prominent citizens, one of whom is the District Attorney. Learning that he is about to issue an extra edition of his paper and make this evidence public, they come to him and ask him upon what terms he will suppress it. He bargains with them, they accept his conditions and he proceeds to suppress the evidence. This makes him an accessory after the fact and in the eyes of the law as guilty as they were, but the audience seems satisfied with the arrangement and goes away happy.

The operation of legal machinery must be a profound mystery to a "movie" director, but he does not hesitate to "rush in"—he is no angel. Juries and indictments are to him mere trifles. I remember a picture wherein the wealthy wrongdoer was threatened with a bill of indictment to be returned against him by the grand jury, that oldest of Anglo-Saxon legal institutions. He bribes one member of the grand jury to stand out against the return of the bill and the unanimous opinion of all the actors seems to be that he has succeeded in preventing it. But since it takes only a majority of the grand jury to indict, he would have had to bribe from seven to thirteen members, according to the code of his jurisdiction, and hence might better have saved his money.

Of similar quality is the law to be found in Mabel Normand's

"Back to the Woods." A young author is furnished with a theme for his book by an adventure in the woods with a girl whose name he does not know. He is about to publish the book when the girl's father stops it by obtaining a peremptory injunction. No particular reason for this act is given except that the idea does not please the girl to be "booked" this manner. Now, as a peremptory injunction issues only where irreparable damage would result, and is very difficult to obtain in any event, it seems extremely improbable that any judge could be found anywhere who would grant one for so slender a reason. But the "movie" studio is the home of improbabilities.

The technical aspects of crime come in for similar mistreatment. Most crimes have popular connotations, but the legal definition may be vastly different. Such is burglary, in which there must be a breaking and entering, a felonious intent, a dwelling house, the proper time of day, etc., etc. A robbery in which one of these elements is lacking may be popularly spoken of as a burglary, but it is not such in law. So it is with forgery. To imitate the writing of another and sign another's name is spoken of as forgery in everyday talk, but from the standpoint of law it makes a great difference what the subject matter of such a document may be. It is legal forgery to imitate the signature of another to a promissory note; not so to a love letter.

A curious blunder over this point arose in the film of one of the most attractive stars now before the public—charming little Miss Marguerite Clark. The picture to which I refer was called "Rich Man, Poor Man." In this play Miss Clark was coerced into promising to marry the son of the rich villain, whom she did not love, by the threat to prosecute for forgery a doddering old creature for whom she felt sympathy. And what do you suppose the crime of the dodderer was? Why, forging an entry in a family Bible! The entry had to do with the girl's parentage and showed her to be an heiress, as the rich villain knew. Now, a family Bible is only presumptive evidence at best, and to be even that it must be in the possession of the family when produced. The very existence of a living person who knew and could testify to the facts which the Bible purports to state, would rob the book of even its slight value as evidence. As well speak of forging a comic valentine!

One of the earliest "breaks" of this class that came under my notice was in a lurid picture dealing with New York life entitled "The Dragon." There is a run on a bank. We are shown scenes of a long line of depositors with passbooks in their hands and a despairing President at his desk glancing affectionately towards a revolver. On the window behind him we read, "Avenue Savings Bank." De-luded mortal! Why did the President not demand of the depositors the thirty days' notice that was invented to protect savings banks from just such situations? Was the trouble with the Presi-

dent's ignorance or with the ignorance of a "movie" director at the other end of the string? How easy to have made it some other kind of a bank!

Another absurdity from one of those serial shockers which are put out so frequently of late—this one under the name "Who's Guilty?" A girl of eighteen and a boy of twenty elope and are married without the consent of the parents of either of them. The father of the girl then has the boy arrested and tried for abduction, and the District Attorney is pictured as a party to the error by actually instituting the prosecution. Some District Attorneys may be pretty ignorant, but there are limits to our credulity. There may be a jurisdiction hidden away somewhere in this country where eighteen is under the age of consent for females, but there is hardly one where marriage is not a bar to prosecution for abduction.

The clever Houdini, whose serial pictures are now going the rounds, has also been victimized by the legally-unlearned director. His film, "The Master Mystery," tells of a corporation engaged in the supposedly illegal practice of buying and suppressing patents. This is apparently done by locking models of the patents in a room in the cellar. The old victim has made a list of the models thus locked up. The villain, who evidently regards this as a highly improper policy, exclaims, "If this list gets into the hands of the Department of Justice, it will put us all behind the bars!" and forthwith begins a struggle to secure the paper. As a lawyer, I will advise the officers of this corporation, for a proper fee, that a patent is a legal monopoly, that the owner or assignee has a right to use or not to use it as he sees fit during the life of the patent; that copies of the patent can be obtained from the Interior Department at Washington for a small fee by anyone; that the models in the cellar are only so much junk, and that a list of them would have no legal effect or standing whatever.

Mr. Louis Sherwin concludes an article on a certain reigning monarch of a "movie" production factory with these expressive words: "He is quite devoid of knowledge, sensibility and intelligence. In the place of these faculties he has a loud tongue, a foul vocabulary, an illimitable conceit and an absolute lack of any of the qualities that differentiate men from swine. He is, in short a high-salaried director of the fillums."

So, what is the matter with the "movies?"—Kappa Beta Pi Quarterly.

Stage Law.—In these days of reform, when judicial recall and commission form of government, Socialism and Bolshevism, threaten to sweep all before them, the stage is a great consolidation to the conservative element. The stage is a bulwark that withstands most sturdily the onslaughts of the reformers.

The stage is a law unto itself, and Legislatures may meet, or not, as they choose, but stage law remains ever the same.

For example, there is the stage will, with which all faithful theatergoers are familiar. The stage will is drawn in the presence of the testator, by an attorney, and the attorney signs it. There are no witnesses, except the villain, who is eavesdropping. The will was signed after it was sealed, for the stage will bears on its lower left-hand corner a flaming red paper seal. And this, mind you, in the good year 1914, when every American state demands two witnesses to a will, which must be signed by the testator, in the presence of the witnesses, and acknowledged by him to be his last will and testament. The two witnesses are then supposed to sign, in each other's presence—but that is off the stage. Seals and the use of seals on wills passed away some twenty years ago, by statute, in most states, but the stage law remains the same.

Then there is the familiar situation, common to many a melodrama, where the old farmstead is about to be sold to satisfy the mortgage father gave to old Hiram Skinflint to get the money to send the hero to college. The hero appears in the nick o' time, cracks old Hiram over the head, tears up the mortgage, and all is set right, in utter defiance of the universal statute requiring the recording of deeds of trust, whereby the record speaks with full force and authority, whether the original deed of trust is destroyed or not.

Then there is the lost deed, first cousin to the lost will. The lost deed prevents the hero from proving title to his old homestead on the hillside, where Sallie, the heroine, found a gold mine while gathering daffodils near the spring. This is a strong situation with any Middle Western house, and always gets a hand. This, like the mortgage situation referred to, ignores the recording acts in vogue everywhere.

Perhaps you have regarded with shivers up and down your spine the money lender, who had charged ten per cent. a month compound interest, and who brings on the sheriff to arrest the hero for debt. Of course, usury laws would prevent getting judgment on such a note, and arrest for debt, with its attendant imprisonment, is ancient history, not present-day law.

One of these days the Revised Statutes of the Stage will be brought down to date, with annotations to the last act of the Legislature and the decisions of the United States Supreme Court, and, when that comes to pass, doubtless the hero will be unable to compel the villain to accept a warranty deed to the old home place and pay over the agreed price, because the certified abstract of title, specified by the villain in the contract of sale, has been hidden by the villain's confederate in order that the old skinflint can back out of the deal.—The Docket.

"Blue" Cows.—In *Graham v. State*, 16 Ga. App. 221, 225, 84 S. E. 981, the court said: "While the indictment described the cow as 'one blue and white speckled' cow, this description would include equally well a cow which was black and white speckled, since it is a matter of common knowledge that, literally speaking, no cow on this mundane sphere is actually 'blue,' though cows of that color may possibly browse through the valleys of the moon, graze along the banks of the canals that seam the face of the planet Mars, or disport themselves in the realms of fairyland. According to the vernacular of the woods and fields, of 'Crackerdom' at least, 'blue,' as applied to a cow or other animal, generally denotes either a modified shade of black, or black with white intermingled, or dark gray, dove, or slate color, which, in contrast with some decided color or with white, suggests and somewhat resembles blue; and this court, 'to the manner born,' can not affect ignorance of the general meaning of the adjective 'blue' when used in such a connection, but must hold that a 'blue and white' speckled cow and a 'black and white' speckled cow may be one and the same, and a jury would be authorized so to find."

Versatility of the American Lawyer.—This story is related of Joseph H. Choate: At a certain well known Swiss hotel, during one of his summer holidays in Switzerland, Joseph H. Choate had just finished that distressing and gastronomically-disappointing task, a table d'hôte dinner on the Swiss plan, when he was heartily greeted by an English gentleman who had sat at the opposite end of the table. The Englishman said: "We have been observing you, as an American, with much interest, and I want to ask you a very impertinent question, if I may. What are you by occupation or profession? Won't you be good enough to tell me, because my wife says you are a clergyman, my daughter insists you are an actor and I say you are a lawyer. We can't all be right." "Yes, you can," instantly retorted Mr. Choate. "I am something of all three—three in one. I preach a good deal, act a little, and practice more or less law—which means that I am an American lawyer. Tell your wife and daughter you all guessed right."—Ex.

Quaint Oath Taken.—Reginald Farrant, who has been appointed stipendiary of Douglas and Castledown, Isle of Man, was recently sworn in the quaint form which has prevailed in the island for centuries. He swore to do justice between party and party "as indifferently as the herring's backbone doth lie in the midst of the fish."